

## Wonder Vision Terms and Conditions | Protecting your personal details on our website

### 1. INTRODUCTION

1.1. This document (together with any documents referred to in it) tells you the terms and conditions upon which we sell and supply the services listed on this website to you.

Before confirming your order please:

1.1.1. Read through these terms and conditions and in particular the limitation of our liability and your indemnity at clause LIABILITY AND INDEMNITY.

1.1.2. Read our privacy policy regarding your personal information.

1.2. By ordering any of the Services listed on this Website, you agree to be legally bound by these Conditions. You will be unable to proceed with your purchase if you do not accept these terms and conditions as they may be modified or amended and posted on this Website from time to time.

1.3. We reserve the right to revise and amend the Website, our disclaimers and the Conditions at any time without notice to you. Your continued use of the Website (or any part thereof) following a change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether we have changed these Conditions.

### 2. ABOUT US

2.1. This Website is owned and operated by Wonder Vision Limited ('we'/'us'/'our'), a limited company registered in England and Wales under company number: 7387541 having our registered office at 16 Churnet Close, NG11 8PH. Our VAT Number is: GB998674822.

2.2. We subscribe to the Companies house's code of conduct which can be found at <http://www.companieshouse.gov.uk/>.

### 3. COMMUNICATIONS

3.1. You agree that email and other electronic communications can be used as a long-distance means of communication and acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.

3.2. We will contact you by email or provide you with information by posting notices on our Website.

### 4. CONFIDENTIALITY

4.1. Each party ('the receiving party') undertakes that for a period of three years from the date of disclosure it will treat the other party's ('the disclosing party's') information marked 'confidential' or which from its very nature is obviously confidential with the same degree of care as it employs with regard to its own confidential information of a like nature and in any event in accordance with best current commercial security practices.

4.2. The receiving party will not intentionally disclose the disclosing party's confidential information to third parties other than those of its employee's, consultants and sub-contractors who need to have such information for the purposes of this agreement, and shall ensure that such recipients shall be bound by the same confidentiality obligations as are set out in this clause.

4.3. This undertaking does not extend to information which was already known to the receiving party prior to disclosure, which is or becomes public knowledge, or which is disclosed by the disclosing party to a third party without any obligations of confidentiality, nor shall it be interpreted as preventing the receiving party from using general technical know-how acquired as a result of its activities pursuant to this agreement provided that there is no breach by the

receiving party of this clause.

### 5. OVERSEAS ENQUIRIES

5.1. We may accept your enquiry if you are resident outside the European Economic Area (EEA), subject to reserving a right to amend the specifications or standards of the Services offered on the Website and/or these Conditions or to refuse to accept an order for our Services from you, if it will put an excessive strain on our business or if we have an objective reason for doing so. If we accept your order, you will be liable to pay for all and any additional costs that we incur in order to facilitate your order. You will have an opportunity to cancel your order in case the additional costs are not acceptable.

5.2. If we agree to supply any Services ordered from the Website for delivery outside the United Kingdom they may be subject to import duties and/or additional taxes or expenses incurred due to complying with foreign regulatory requirements or laws. You will be responsible for payment of any such duties and/or taxes in addition to our price including VAT. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office or taxation authority for further information before placing your order.

5.3. You must comply with all applicable laws and regulations of the country for which the Services are destined. We will not be liable for any breach by you of any such laws

### 6. PRICE

6.1. The prices of our Services are quoted individually.

6.2. Unless otherwise stated, the prices quoted exclude VAT which will be added at the current rate, to the total amount due from you.

6.3. The prices quoted by Wonder Vision are valid for 14 days from the date shown on the quotation.

### 7. PAYMENT

7.1. Payment can be made by an electronic payment account as explained on the invoice.

7.2. By placing an order, you consent to payment being charged via an electronic payment account as provided on the invoice.

7.3. When you pay for your order, we may carry out certain checks which include obtaining authorisation from your card issuer to ensure you have adequate funds and for security reasons. This may involve validating your name, address and other personal information supplied by you during the order process against appropriate third party databases including the card issuer, registered credit reference agencies and fraud prevention agencies. For more info please read our Private Policy.

7.4. Payment must be made with order, except when credit facilities have been approved. Our credit terms are strictly 14 days. We reserve the right to charge interest @ 3% over bank base rate on overdue accounts.

7.5. By accepting these Conditions you:

7.5.1. Undertake that all the details you provide to us for the purpose of purchasing the Services are correct and that the payment card you are using is your own and that there are sufficient funds to cover the cost of the Services ordered.

### 8. ORDER PROCESS AND FORMATION OF A CONTRACT

8.1. Any order placed by you constitutes an offer to purchase the Services from us.

8.2. A contract between you and us (the 'Contract') incorporating these Conditions will subsist after we have confirmed that we shall be providing the

requested Service or made it available to be downloaded. We will send you an email to confirm this (a 'Confirmation Notice'). The Confirmation Notice will amount to an acceptance of your offer to buy the Services from us. The Contract will only be formed when we send you confirmation that we shall provide the requested services. (Whether or not you receive it).

8.3. Where we agree to supply Services to you permanently or on an ongoing (continuous) basis, such as by subscription, they shall be provided for a minimum fixed period of time (the 'Minimum Duration'). The length of the Minimum Duration will depend on which package or product you have selected to purchase and is provided on the Website.

8.4. The Contract will relate only to the Services stated in the Confirmation Notice. We will not be obliged to supply any other Services which may have been part of your order until we have sent you a separate Confirmation Notice relating to it.

8.5. You will be subject to the version of our policies and Conditions in force at the time that you order the Services from us, unless:

8.5.1. Any change to those policies or these Conditions is required to be made by law or governmental authority.

## 9. DELIVERY

9.1. The Services will be delivered via a secure file transfer system. We may where appropriate and at our option, deliver all or part of the Services, to the email address you supplied or such other email address that we agree to use to communicate with you.

9.2. Any dates quoted for completing performance of the Service are approximate only.

## 10. CLIENT OBLIGATIONS

10.1. To co-operate with Wonder Vision and provide (within sufficient time) Input Resources required by the Company in all matters relating to the delivery of the Deliverables.

10.2. To provide complete and accurate information relating to the services required from Wonder Vision;

10.3. Not approach, solicit, nor offer an employee or consultant of Wonder Vision employment or consultancy work for six months from either the; client terminating their relationship with Wonder Vision; or Wonder Vision employee / consultant ceasing to be engaged by Wonder Vision.

## 11. INTELLECTUAL PROPERTY

11.1. The content of the Website is protected by copyright (including design copyrights), trade marks, patent, database and other intellectual property rights and similar proprietary rights which include, (without limitation), all rights in materials, works, techniques, computer programs, source codes, data, technical information, trading business brand names, goodwill, service marks utility models, semi-conductor topography rights, the style or presentation of the goods or services, creations, inventions or improvements upon or additions to an invention, confidential information, know-how and any research effort relating to Wonder Vision Limited moral rights and any similar rights in any country (whether registered or unregistered and including applications for and the right to apply for them in any part of the world) and you acknowledge that the intellectual property rights in the material and content supplied as part of the Website shall remain with us or our licensors.

11.2. You may download or copy the content and other downloadable items displayed on the Website subject to the condition that the material may only be used for personal non-commercial purposes. Copying or storing the contents of the Website for other than personal use is expressly prohibited.

11.3. You may retrieve and display the content of the Website on a computer screen, store such content in electronic form on disk (but not any server or other

storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Website.

11.4. You acknowledge that any other use of the material and content of this Website is strictly prohibited and you agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works from such material and content.

11.5. No licence is granted to you in these Conditions to use any of our trade marks or those of our affiliated companies.

11.6 Services sold by us and the Website content may be subject to copyright, trade mark or other intellectual property rights in favour of third parties. We acknowledge those rights.

## 12. SOURCE CODE

12.1. All copyright and rights to the source code in any websites and software developed by Wonder Vision (including without limitation sql, .net, flash, asp, java, visual basic or any other development language) belongs to Wonder Vision.

## 13. LIABILITY AND INDEMNITY

13.1. Notwithstanding any other provision in the Conditions, nothing will affect or limit your statutory rights; or will exclude or limit our liability for:

13.1.1. Death or personal injury resulting from our negligence.

13.1.2. Fraud or fraudulent misrepresentation.

13.1.3. Action pursuant to section 2(3) of the Consumer Protection Act 1987.

13.2. We will not be liable if the Website is unavailable at any time.

We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website and we accept no liability of any kind for any loss or damage resulting from action taken in reliance on material or information contained on the Website.

13.3. We will use all reasonable endeavours to carry out our obligations within a reasonable period of time but will not be liable to you for any loss, costs or expenses arising directly or indirectly from any delays in doing so.

We will not be liable, in contract or tort (including, without limitation, negligence), or in respect of pre-contract or other representations (other than fraudulent misrepresentations) or otherwise for:

13.3.1. any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings and any other consequential loss); or

13.3.2. any loss of goodwill or reputation; or

13.3.3. management or office time.

## 14. FORCE MAJEURE

14.1. We shall have no liability for delays or failures in delivery or performance of our obligations to you resulting from any act, events, omissions, failures or accidents that are outside of our control ('Force Majeure'), which, without limitation, include:

14.1.1. Private or public telecommunication, computer network failures or breakdown of equipment.

14.1.2. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.

14.1.3. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster or extreme weather conditions.

14.1.4. Acts, decrees, legislation, regulations or restrictions of any government

14.1.5. Other causes, beyond our reasonable control.

14.2. Our performance will be deemed to be suspended for the period that the event of Force Majeure continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to minimise any delay caused by Force Majeure or to find a solution by which our obligations may be performed despite the Force Majeure event. We shall promptly notify you of any Force Majeure event giving details of it and (where possible) the extent and likely duration of any delay.

14.3. Where the period of non-performance or delay in relation to any event of Force Majeure exceeds 30 days from the date of notice to you of the event of Force Majeure, either you or us may, by written notice to the other, terminate the Contract with immediate effect upon service.

## 15. PRIVACY POLICY

15.1. In order to monitor and improve customer service, we sometimes record telephone calls.

15.2. We shall be entitled to process your data in accordance with the terms of our Privacy Policy. Please view this document for further information. All information provided by you will be treated securely and in accordance with the Data Protection Act 1998 (as amended).

15.3. You can find full details of our Privacy Policy on the Website.

## 16. THIRD PARTY RIGHTS

16.1. Except for our affiliates, directors, employees or representatives, a person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

## 17. EXTERNAL LINKS

17.1. To provide increased value and convenience to our users, we may provide links to other websites or resources for you to access at your sole discretion and risk. You acknowledge and agree that, as you have chosen to enter the linked website we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable in any way, whether directly or indirectly, for:

17.1.1. The privacy practices of such websites

17.1.2. The content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources.

17.1.3. The use which others make of these websites; or

17.1.4. Any damage, loss or offence caused or alleged to be caused to you, arising from or in connection with the use of or reliance upon any such advertising, content, products, goods, materials or services available on and/or purchased by you from such external websites or resources.

## 18. LINKING TO THE WEBSITE

18.1. You must not create a link to the Website from another website, document or any other source without first obtaining our prior written consent. Any agreed link must be:

18.1.1. To the Website's homepage.

18.1.2. Established from a website or document that is owned by you and does not contain content that is offensive, controversial, infringes any intellectual property rights or other rights of any other person or does not comply in any way with the law in the UK and the law in any country from which they are hosted.

18.1.3. Provided in such a way that is fair and legal and does not damage our reputation or take advantage of it.

18.1.4. Established in such a way that does not suggest any form of association,

approval or endorsement on our part where none exists.

18.2. We have no obligation to inform you if the address of the Website home page changes and it is your responsibility to ensure that any link you provide to our homepage is at all times accurate.

18.2.1. We reserve the right to withdraw our consent without notice and without providing any reasons for withdrawal. Upon receiving such notice you must immediately remove the link and inform us once this has been done.

## 19. NOTICES

19.1. All notices given by you to us must be given to us at 68 Lombard Street, London. EC3V 9LJ or by using hello@wonder-vision.com.

19.2. Notice will be deemed received and properly served immediately when posted on our Website, 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

## 20. ENTIRE AGREEMENT

20.1. The Contract represents the entire agreement between us in relation to the subject matter of the Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

20.2. We each acknowledge that, in entering into a Contract, neither of us has relied on any express or implied representation, undertaking or promise given by the other from anything said or written in any negotiations between us prior to such Contract except as has been expressly incorporated in such Contract.

## 21. GENERAL

21.1. We reserve the right to change the domain address of this Website and any services and availability at any time.

21.2. All prices and descriptions supersede all previous publications. All service descriptions are approximate.

21.3. If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision in question will not be affected.

21.4. All Contracts are concluded and available in English only.

21.5. If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under it or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with your obligations.

21.6. Any Contract between you and us is binding on you and us and on our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of the Contract, or any of your rights or obligations arising under it, without our prior written consent. We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

21.7 Product names, logos, brands and any other trademarks featured or referred to within the wonder-vision.com or wonder-vision.co.uk websites are the property of their respective trademark holders.

## 22. GOVERNING LAW AND JURISDICTION

22.1. The Website is controlled and operated in the United Kingdom.

22.2. The Conditions and any Contract brought into being as a result of usage of this Website will be governed by the laws of England and Wales and you irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales.